

When he has formally executed and acknowledged it and delivered it unconditionally to the grantee or one acting for him, the conveyance is completed and the title has passed.

It is also settled by the great weight of authority in this State and in other jurisdictions, that the grantor must part with all dominion and control over the deed at the time of its delivery to a third person, in order to make such act a sufficient delivery, in order to divest the title, and the delivery to the third person must be for the use and benefit of the grantee."

Applying the law of Maryland to the facts of the present case, it is the contention of the Defendant that there was no valid and effective delivery of the straw deed to Charles R. Smith, in that the delivery was conditional, and the grantor had the right of recall to the deed, which was ultimately exercised sometime after Mr. Smith received the deed. Furthermore, as aforementioned, the straw deed has never been recorded, nor was there ever an intention to have it recorded.

Respectfully submitted,

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